

TOMAS C. LEON
(CA SBN 321117)
tommie@leon.law
(909) 616-5969
LEON LAW, LLP
1145 W. 55th Street
Los Angeles, CA 90037
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

GS HOLISTIC, LLC,
Plaintiff,

v.

GEORGE ABDULHAI d/b/a LA
MESA SMOKE SHOP and
GEORGE ABDULHAI,
Defendant.

No. 2:23-cv-05190

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and through its undersigned counsel, hereby files this, its Complaint against the Defendants, GEORGE ABDULHAI d/b/a LA MESA SMOKE SHOP and GEORGE ABDULHAI, and alleges, as follows:

Jurisdictional Allegations

1. This is a civil action against the Defendants for trademark infringement, counterfeiting, and false designation of origin and unfair competition, under the Lanham Act (15 U.S.C. § 1051 *et. seq.*).

2. This Court has subject matter jurisdiction over the claims in this action

1 that relate to trademark infringement, counterfeiting, and false designation of origin
2 and unfair competition pursuant to the provisions of 15 U.S.C. § 1121 and 28 U.S.C.
3 §§ 1331 and 1338(a).

4 3. This Court has personal jurisdiction over the Defendants because
5 GEORGE ABDULHAI d/b/a LA MESA SMOKE SHOP is incorporated in and has
6 its principal place of business in California. The GEORGE ABDULHAI resides in
7 California, and the Defendants regularly conduct and solicit business in the State of
8 California, and the Defendants regularly conduct and solicit business in the State of
9 California (including in this Judicial District).

11 **Venue**

12 4. Venue is proper in this district under 28 U.S.C. § 1391(b) in that the
13 Defendants reside in this district, a substantial part of the events or omissions giving
14 rise to the claim occurred in this district, and the Defendants are subject to personal
15 jurisdiction in this Judicial District with respect to this action, and there is no other
16 district in which the action may otherwise be brought.

19 **Parties**

20 5. GS HOLISTIC, LLC is a Delaware Limited Liability Corporation that
21 has its principal place of business at 7162 Beverly Boulevard, #207, Los Angeles,
22 California 90036. GS is the registered owner of the Stündenglass trademarks.

23 6. GEORGE ABDULHAI d/b/a LA MESA SMOKE SHOP (hereinafter
24 referred to as “LA MESA”) is a company/corporation that is incorporated in
25 California, and has its principal place of business at 13127 San Fernando Rd Unit
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1 104, Sylmar, CA 91342. LA MESA has engaged in the unlawful manufacture, retail
2 sale, and/or wholesale sales of counterfeit Stündenglass glass infusers.

3 7. At all times material to this Complaint, GEORGE ABDULHAI owned,
4 managed, and/or operated LA MESA, and regularly exercised the authority to
5 purchase products for resale, decide which products LA MESA offered for sale, to
6 hire and fire employees, and controlled the finances and operations of LA MESA.
7

8 **Facts Common to All Counts**

9 **A. The History of The Stündenglass Brand.**

10 8. Since 2020, GS has marketed and sold products using the well-known
11 trademark “Stündenglass.” The Stündenglass branded products, such as glass
12 infusers and accessories related thereto, are widely recognized nationally and
13 internationally. Indeed, the Stündenglass brand is one of the leading companies in
14 the industry, known for high quality and innovation of products.
15

16 9. For approximately two years, GS has worked to distinguish the
17 Stündenglass brand as the premier manufacturer of glass infusers by emphasizing the
18 brand’s unwavering use of quality materials and focusing on scientific principles
19 which facilitate a superior smoking experience. Stündenglass branded products
20 embody a painstaking attention to detail, which is evident in many facets of authentic
21 Stündenglass branded products. It is precisely because of the unyielding quest for
22 quality and unsurpassed innovation that Stündenglass branded products have a
23 significant following and appreciation amongst consumers in the United States and
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1 internationally.

2 10. As a result of the continuous and extensive use of the trademark
3 “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and
4 common law rights to the Stündenglass trademark.
5

6 11. GS is the rightful owner of United States trademarks, which are
7 registered on the Principal Register and have become incontestable within the
8 meaning of Section 15 of the Lanham Act, 15 U.S.C. § 1065. The following is a list
9 of GS’s federally registered trademarks:
10

11 a. U.S. Trademark Registration Number 6,633,884 for the standard
12 character mark “Stündenglass” in association with goods further identified in
13 registration in international class 011.

14 b. U.S. Trademark Registration Number 6,174,292 for the design
15 plus words mark “S” and its logo in association with goods further identified
16 in the registration in international class 034.

17 c. U.S. Trademark Registration Number 6,174,291 for the standard
18 character mark “Stündenglass” in association with goods further identified in
19 registration in international class 034.

20 12. The above U.S. registrations are valid, subsisting and in full force and
21 effect.
22

23 The Stündenglass Brand in the United States.

24 13. GS has used the Stündenglass Marks in commerce throughout the
25 United States, continuously, since 2020, in connection with the manufacturing of
26 glass infusers and accessories.
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1 14. The Stündenglass Marks are distinctive to both the consuming public
2 and the Plaintiff's trade. GS's Stündenglass branded products are made from
3 superior materials. The superiority of Stündenglass branded products is not only
4 readily apparent to consumers, but to industry professionals as well.

5
6 15. The Stündenglass Trademarks are exclusive to GS and appear clearly
7 on GS's Stündenglass Products, as well as on the packaging and advertisements
8 related to the products. GS has expended substantial time, money, and other resources
9 in developing, advertising, and otherwise promoting and protecting these
10 Trademarks. As a result, products bearing GS's Stündenglass Trademarks are widely
11 recognized and exclusively associated by consumers, the public, and the trade as
12 being high-quality products sourced from GS.
13

14
15 16. GS's Stündenglass Products have become some of the most popular of
16 their kind in the world and have also been the subject of extensive unsolicited
17 publicity resulting from their high-quality and innovative designs. Because of these
18 and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass
19 Trademarks are famous throughout the United States.
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21
22 17. Since 2020, GS has worked to build significant goodwill in the
23 Stündenglass brand in the United States. GS has spent substantial time, money, and
24 effort in developing consumer recognition and awareness of the Stündenglass brand,
25 via point of purchase materials, displays, through their websites, attending industry
26 trade shows, and through social media promotion.
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1 18. In fact, the Stündenglass Products have been praised and recognized by
2 numerous online publications, as well as publications directed to the general public.

3 19. Due to the high quality of the brand and products, GS has collaborated
4 with numerous celebrities and companies to create collaborations for the
5 Stündenglass products.
6

7 20. GS sells its products under the Stündenglass Marks to authorized stores
8 in the United States, including in California. GS has approximately 3,000 authorized
9 stores in the United States selling its products. As such, Stündenglass branded
10 products reach a vast array of consumers throughout the country.
11

12 21. It is because of the recognized quality and innovation associated with
13 the Stündenglass Marks that consumers are willing to pay higher prices for genuine
14 Stündenglass products. For example, a Stündenglass brand glass infuser is priced at
15 \$599.95, while a non-Stündenglass branded product is also being sold for up to \$600,
16 with a range of \$199 to \$600.
17

18 22. It is exactly because of their higher sales value that Stündenglass
19 branded products are targeted by counterfeiters. These unscrupulous people and
20 entities tarnish the Stündenglass brand by unlawfully selling glass infusers that have
21 identical, or nearly identical, versions of the Stündenglass Marks affixed to products
22 that are made with inferior materials and technology, thereby leading to significant
23 illegitimate profits by store owners, such as GEORGE ABDULHAI.
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26 23. In essence, GEORGE ABDULHAI misleads consumers by selling in
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1 their stores low grade products that free ride on the goodwill of the Stündenglass
2 brand, and in turn, GEORGE ABDULHAI reaps substantial ill-gotten profits.
3 GEORGE ABDULHAI's conduct contributes to the complete flooding of the
4 marketplace with counterfeit products, which results in lost sales and damages to GS
5 and irreparable harm to the Stündenglass brand's image.
6

7 24. Unfortunately, the current U.S. marketplace is saturated with counterfeit
8 products – like those GEORGE ABDULHAI through his store, LA MESA, has sold.
9 As such, GS has been forced to scrupulously enforce its rights in order to protect the
10 Stündenglass Marks against infringement. By exercising its Enforcement Rights, GS
11 has proactively and successfully policed the unauthorized use of the Stündenglass
12 Marks and/or counterfeit Stündenglass branded products nationwide. GS has had to
13 bear great expense to seek out and investigate suspected counterfeiters in their
14 attempt to clean up the marketplace.
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18 **Defendants' Counterfeiting and Infringing Activities**

19 25. The Defendants have, without consent of GS, previously offered to sell
20 and sold within the United States commerce, glass infusers bearing reproductions,
21 counterfeits, copies and/or colorable imitations of the Stündenglass Trademarks that
22 were not made or authorized by GS. (Hereinafter the "Counterfeit Goods").
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25 26. Nevertheless, the Defendants sold in commerce the Counterfeit Good
26 using reproductions, counterfeits, copies and/or colorable imitations of one or more
27 of the Stündenglass Marks. Specifically, the Defendants sold reproductions,
28

1 counterfeits, copies, and/or colorable imitations of the Stündenglass Trademarks
2 (hereinafter the “Infringing Marks”), detailed above.

3 27. The Defendants have, without the consent of GS, continued to sell the
4 Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the
5 Stündenglass Trademarks in the United States.
6

7 28. The marks affixed to the Counterfeit Goods that the Defendants have
8 offered for sale are spurious marks which are identical with, or substantially
9 indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit
10 Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).
11

12 29. In the ongoing investigation into the sales of counterfeit products
13 bearing the Stündenglass Marks, on May 19, 2022, the LA MESA offered for sale
14 Counterfeit Goods.
15

16 30. Specifically, GS’s investigator purchased a Glass Infuser with
17 Stündenglass Marks affixed to it, from LA MESA, for a cost of \$549.99, charged to
18 the account of GS’s investigator.
19

20 31. Upon receipt, images and/or the physical unit of the product purchased
21 from LA MESA were inspected by GS’s agent to determine its authenticity. The
22 inspection of the purchased item confirmed that the Glass Infuser LA MESA sold to
23 GS’s investigator was a Counterfeit Good with an Infringing Mark affixed to it.
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25 32. GEORGE ABDULHAI authorized, directed, and/or participated in LA
26 MESA’s offer for sale, in commerce, of the Counterfeit Goods. GEORGE
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1 ABDULHAI's acts were a moving, active, and/or conscious force behind LA
2 MESA's infringement of the Stündenglass Trademarks.

3 33. The Defendants' use of the counterfeit Stündenglass Trademarks began
4 long after the registration of the Stündenglass Trademarks. GS nor any of its
5 authorized agents have consented to the Defendants' use of the Stündenglass
6 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable
7 imitations thereof.
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10 34. The unauthorized sale by LA MESA, under the authority, direction
11 and/or participation of GEORGE ABDULHAI, of the Counterfeit Good(s) was an
12 unlawful act in violation of the Lanham Act.
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14 35. The offer for sale by the Defendants of the Counterfeit Good(s) bearing
15 GS's Trademarks has caused GS to suffer losses and has caused damage to the
16 goodwill and reputation associated with the Stündenglass Trademarks, which are
17 owned by GS.
18

19 36. LA MESA's use of the Stündenglass Marks includes displaying, selling,
20 and/or offering for sale unauthorized copies of Stündenglass branded products. LA
21 MESA's offering to sell, and the sale of the Stündenglass counterfeit products,
22 bearing the Infringing Mark in this manner, was, and is, likely to cause confusion or
23 to cause mistake and/or deceive consumers who purchase the Counterfeit Goods.
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1 37. LA MESA used images and names identical to or confusingly similar to
2 the Stündenglass Marks, to confuse customers and aid in the promotion and sales of
3 Counterfeit Goods under the Infringing Mark.

4 38. The Infringing Mark affixed to the Counterfeit Goods that LA MESA
5 has distributed, provided, marketed, advertised, promoted, offered for sale, and/or
6 sold, is confusingly identical or similar to the Stündenglass Marks that GS affixes to
7 its glass infusers.
8

9 39. The glass infusers that LA MESA sells and offers for sale under the
10 Infringing Mark are made of substantially inferior materials and inferior technology
11 as compared to genuine Stündenglass brand products.
12

13 40. LA MESA has distributed, provided, marketed, advertised, promoted,
14 offered for sale, and sold its water pipes under the Infringing Mark through its retail
15 convenience store.
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17 41. Upon information and belief, LA MESA has marketed, advertised, and
18 promoted its Counterfeit Goods under the Infringing Mark through point of purchase
19 displays, and/or its website, and/or via social media promotion.
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21 42. LA MESA and GEORGE ABDULHAI's infringing acts as alleged
22 herein have caused and are likely to cause confusion, mistake, and deception among
23 the relevant consuming public as to the source or origin of the Counterfeit Goods
24 sold by LA MESA, and are likely to deceive, and have deceived, the relevant
25 consuming public into mistakenly believing that the Counterfeit Goods sold by LA
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1 MESA originate from, are associated or affiliated with, or otherwise authorized by
2 GS.

3 43. LA MESA and GEORGE ABDULHAI's acts are willful with the
4 deliberate intent to trade on the goodwill of the Stündenglass Marks, cause confusion
5 and deception in the marketplace, and divert potential sales of the Plaintiff's glass
6 infusers to LA MESA.
7

8 44. LA MESA and GEORGE ABDULHAI's acts are causing and, unless
9 restrained, will continue to cause damage and immediate irreparable harm to GS, the
10 Stündenglass Marks, and to its valuable reputation and goodwill with the consuming
11 public for which GS has no adequate remedy at law.
12

13 45. As a proximate result of the unfair advantage accruing to GEORGE
14 ABDULHAI and LA MESA's business from deceptively trading on GS's
15 advertising, sales, and consumer recognition, GEORGE ABDULHAI and LA MESA
16 has made and will continue to make substantial profits and gains to which they are
17 not in law or equity entitled.
18

19 46. The injuries and damages sustained by GS has been directly and
20 proximately caused by LA MESA and GEORGE ABDULHAI's wrongful
21 advertisement, promotion, distribution, sale and offers for sale of their goods bearing
22 infringements or counterfeits of the Stündenglass Marks.
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24 47. Through such business activities, GEORGE ABDULHAI and LA
25 MESA purposefully derived direct benefits from its interstate commerce activities by
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1 targeting foreseeable purchasers in the State of California, and in doing so, have
2 knowingly harmed GS.

3 48. Furthermore, the sale and distribution of Counterfeit Goods by LA
4 MESA has infringed upon the above-identified federally registered trademarks.

5
6 49. The spurious marks or designations used by LA MESA in interstate
7 commerce are identical with, or substantially indistinguishable from, the
8 Stündenglass Marks on goods covered by the Stündenglass Marks. Such use
9 therefore creates a false affiliation between LA MESA, GS, and the Stündenglass
10 Marks.
11

12 50. Due to the actions of GEORGE ABDULHAI and LA MESA, GS has
13 been forced to retain the undersigned counsel and pay the costs of bringing an action
14 forward. The GEORGE ABDULHAI and LA MESA should be responsible for
15 paying GS's reasonable costs of the action.
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18 51. GEORGE ABDULHAI and LA MESA's acts have damaged, and will
19 continue to damage GS, and GS has no adequate remedy at law.

20 52. Moreover, LA MESA and GEORGE ABDULHAI's wrongful acts will
21 continue unless enjoined by the Court. Accordingly, GEORGE ABDULHAI and LA
22 MESA must be restrained and enjoined from any further counterfeiting or
23 infringement of the Stündenglass Marks.
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26 **Count One**

27 **Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

1 53. The Plaintiff avers Paragraphs 1 through 52, which are stated above and
2 incorporate the allegations therein, as though they are fully restated and incorporated
3 in this Count by reference.

4 54. GS owns the federally registered Stündenglass Trademarks, as set forth
5 in more detail in the foregoing paragraphs.

6 55. The Defendants, without authorization from GS, have used in commerce
7 spurious designations that are identical with, or substantially indistinguishable from,
8 the Stündenglass Trademarks on the same goods covered by the Stündenglass
9 Trademarks.
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11 56. The Defendants' unauthorized use of counterfeit marks of the registered
12 Stündenglass Trademarks on and in connection with the Defendants' offer(s) for sale
13 in commerce is likely to cause confusion or mistake in the minds of the public.
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15 57. The Defendants' conduct as alleged herein is willful and intended to
16 cause confusion, mistake, or deception as to the affiliation, connection, or association
17 of the Defendants, with GS or the Stündenglass Trademarks.
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19 58. The Defendants' acts constitute willful trademark infringement in
20 violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.
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22 59. The Defendants' actions constitute the use by the Defendants of one or
23 more "counterfeit mark(s)" as defined in 15 U.S.C. § 1116(d)(1)(B).
24

25 60. The Defendants' use in commerce of the counterfeit Stündenglass
26 Trademarks has resulted in lost profits and business to GS, which are difficult to
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1 determine. The Defendants have also, by selling counterfeit Stündenglass products,
2 caused considerable damage to the goodwill of the Stündenglass Trademarks, and
3 diminished the brand recognition of the Stündenglass Trademarks by introducing
4 counterfeit products into the marketplace.

5
6 61. By reason of the foregoing, the Plaintiff is entitled to, among other
7 relief, injunctive relief, an award of statutory damages, and costs of the action under
8 Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with
9
10 prejudgment and post-judgment interest.

11 WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that
12 this Court find in favor of the Plaintiff and against the Defendant jointly and severally
13 for the OWNER, and other officers, and directors, for the knowing participation in
14 the counterfeiting activities of GEORGE ABDULHAI, awarding the Plaintiff
15 statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15
16 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem
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18 just and proper.
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21 **Count Two**
22 **Federal False Designation of Origin and Unfair Competition,**
23 **15 U.S.C. § 1125(a)**

24 62. The Plaintiff avers Paragraphs 1 through 52, which are stated above and
25 incorporate the allegations therein, as though they are fully restated and incorporated
26 in this Count by reference.

27 63. GS owns the federally registered Stündenglass Trademarks, as set forth
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1 in more detail in the foregoing paragraphs.

2 64. The Defendants, without authorization from GS, has used in commerce
3 spurious designations that are identical with, or substantially indistinguishable from,
4 the Stündenglass Trademarks on the same goods covered by the Stündenglass
5 Trademarks.

6 65. The Defendants' unauthorized use of counterfeit marks of the registered
7 Stündenglass Trademarks on and in connection with the Defendants' offers for sale
8 in commerce is likely to cause confusion or mistake in the minds of the public.
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10 66. The Defendants' unauthorized use in commerce of the Stündenglass
11 Trademarks as alleged herein constitutes use of a false designation of origin and
12 misleading description and representation of fact in violation of Section 43(a) of the
13 Lanham Act, 15 U.S.C. § 1125(a).
14

15 67. The Defendants' conduct as alleged herein is willful and is intended to,
16 and is likely to, cause confusion, mistake, or deception as to the affiliation,
17 connection, or association of the Defendants, with GS or the Stündenglass
18 Trademarks.
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20 68. The Defendants' conduct as alleged herein is causing immediate and
21 irreparable harm and injury to GS, and to the goodwill and reputation of the
22 Stündenglass Trademarks. Moreover, it will continue to cause damage GS and
23 confuse the public unless enjoined by this Court.
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25 69. GS has no adequate remedy at law.
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WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests that this Court find in favor of the Plaintiff and against the Defendant jointly and severally for the OWNER, and other officers, and directors, for the knowing participation in the counterfeiting activities of GEORGE ABDULHAI, awarding the Plaintiff statutory damages pursuant to 15 U.S.C. § 1117, treble damages pursuant to 15 U.S.C. § 1117(b), the costs of suit, and any further relief that this Court may deem just and proper.

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the following relief against the Defendants, as follows:

1. With regard to Plaintiff's Count I for trademark infringement:
 - a. Statutory damages under 15 U.S.C. § 1117;
 - b. Treble damages under 15 U.S.C. § 1117(b);
 - c. Costs of suit; and
 - d. Joint and several liability for GEORGE ABDULHAI, and other officers, and directors, for the knowing participation in the counterfeiting activities of GEORGE ABDULHAI.

2. With regard to Plaintiff's Count II for false designation and unfair competition:

- a. Statutory damages under 15 U.S.C. § 1117;
- b. Treble damages under 15 U.S.C. § 1117(b);
- c. Costs of suit; and
- d. Joint and several liability for GEORGE ABDULHAI, and other officers, and directors, for the knowing participation in the counterfeiting activities of GEORGE ABDULHAI.

3. Preliminarily and permanently enjoining GEORGE ABDULHAI and its agents, employees, officers, directors, owners, representatives, successor companies, related companies, and all persons acting in concert or participation with it from:

- a. The import, export, making, manufacture, reproduction, assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution, storage, shipment licensing, development, display, delivery, marketing, advertising or promotion of the counterfeit Stündenglass product identified in the Complaint and any other unauthorized Stündenglass product, counterfeit, copy or colorful imitation thereof;

4. Pursuant to 15 U.S.C. § 1116(a), directing GEORGE ABDULHAI to file with the Court and serve on the Plaintiff's within thirty (30) days after issuance

1 of an injunction, a report in writing and under oath setting forth in detail the manner
2 and form in which GEORGE ABDULHAI has complied with the injunction;

3 5. For an order from the Court requiring that the Defendants provide
4 complete accountings and for equitable relief, including that the Defendants disgorge
5 and return or pay their ill-gotten gains obtained from the illegal transactions entered
6 into and/or pay restitution, including the amount of monies that should have been
7 paid if the Defendants had complied with their legal obligations, or as equity requires;
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10 6. For an order from the Court that an asset freeze or constructive trust be
11 imposed on all monies and profits in the GEORGE ABDULHAI's possession, which
12 rightfully belong to the Plaintiff;
13

14 7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all
15 others acting under the Defendants' authority, at its cost, be required to deliver up to
16 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,
17 wrappers, receptacles, advertisements, and other material in their possession, custody
18 or control bearing any of the Stündenglass Trademarks.
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20 8. For any other and further relief as the Court may deem just and
21 equitable.
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24 Date: June 29, 2023
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26 Respectfully Submitted,

27 /s/ Tomas Carlos Leon
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Tomas Carlos Leon
CA Bar #321117
Leon Law LLP
1145 W. 55th Street
Los Angeles, California 90037
tommie@leon.law
Serv601@LegalBrains.com

Attorney for the Plaintiff